ELCOT Adding Value through IT	**Electronics Corporation of Tamil Nadu Limited**
Rate Contract Tender	**Supply, installation and commissioning of Laptop and related items** **Tender Ref.** **ELCOT/PROC/OT/32651/Laptop/2013-14**
	Tender Document

Table of Contents

Know Your Rights....5

Letter of Undertaking....6

1. Preamble....7

2. Tender Schedule....8

3. General Instructions....9

3.1 General....9
3.2 Clarifications in the Tender....9
3.3 Amendments to the Tender....10
3.4 Language of the Bid....10
3.5 Bid Currency....11
3.6 Contacting Tender Inviting Authority....11
3.7 Force Majeure....11
3.8 Arbitration....11

4. Eligibility Criteria....12

4.1 Eligibility....12

5. SPECIFICATIONS....14

6. Bid Preparation and Submission....19

6.1 Cost of Bidding....19
6.2 Tender Document Fee....19
6.3 Earnest Money Deposit (EMD)....19
6.4 Letter of Authorisation....19
6.5 Two Part Bidding....20
6.7 Bid closing date and time....21
6.7.1 Outer Cover....21
6.8 Mode of Submission of Bids....22
6.9 Modification and withdrawal of Bids....22

7. Tender opening and Evaluation....23

7.1 Technical Bid Opening....23
7.2 Tender Validity....23
7.3 Initial Scrutiny....23
7.4 Clarifications by ELCOT....23
7.5 Tender Evaluation....24
7.5.1 Suppression of facts and misleading information....24
7.5.2 Technical Bid Evaluation....24
7.5.3 Price Bid Evaluation....25
7.6 Negotiations....26
7.7 Award of Contract....26
7.8 ELCOT reserves the right to:....27

8. Execution of Work....28

8.1 Acceptance of Tender and Withdrawals....28
8.2 Letter of Acceptance (LOA)....28
8.3 Payment of Security Deposit (SD)....28
8.4 Execution of Contract....28
8.5 Release of Purchase Order....29
8.6 Refund of EMD....29
8.7 Release of SD....29
8.8 Forfeiture of EMD and SD....29

8.9 Termination of Contract 30
8.9.2 Termination for Insolvency....*30*
8.9.3 Termination for Convenience....*30*
8.10 Execution of Work Order....31
8.11 Assigning of Tender whole or in part....31
8.12 Liquidated Damages (LD)....31
8.13 Penalty for Non-Fulfilment of Tender....31
8.14 Other Conditions....31
8.15 Arbitration and Jurisdiction 32
8.16 Other Documents to be started:....32

9. Scope of Work....33

9.1 Sample Submission....33
9.2 Special Concession for ELCOT approved products....33
9.3 Compliance with Technical Specification....33
9.4 Benchmark Test Results....33
9.5 Analysis of Benchmark Results....34
9.5.1 General....*34*
9.5.2 Linux compliance test for Server and Desktop....*34*
9.5.3 Linux Compatibility for peripherals....*35*
9.5.4 Microsoft Windows based Benchmarking....*35*
9.6 Software to be pre loaded....36
9.7 Pre-despatch Inspection....36
9.7.1 Specification Test....*36*
9.7.2 Temperature Test and Drop test....*36*
9.7.3 Predespatch Acceptance....*37*
9.8 Supply, installation and Commissioning....37
9.9 Minimum Stock Maintenance....39
9.10 Warranty Clause....39
9.11 Contact details for service support - Stickers 40
9.12 Call Centre Facility....41
9.13 Buy back of the old Laptop 41
9.14 Resident Service Engineer 41

10. Payment Clause....42

Appendix-1 Model Form of Contract....43

Appendix-2 Bank Guarantee Format....52

Appendix-3 Sample Submission Form....54

Appendix – 4 Manufacturer's Letter of Guarantee....55

Appendix-5 Letter of Guarantee for Maintaining Minimum Stock....56

Appendix-6 Format for Clarifications / Amendments....57

Annexure-1 Technical Bid....58

A1.1 Check-list for Enclosures....58
A1.2 Profile of the Bidder....59
A1.3 Details in support of Eligibility Criteria....60
A1.4 Details in support of Evaluation Criteria....60
A1.5 Hardware Compliance....61
A 1.6 Declaration....66

Annexure-2 - PRICE BID – Laptop 67

Annexure-3 - COMPREHENSIVE WARRANTY COST FOR 4TH AND 5TH YEAR 68

Acronyms and Definitions

AMC	Annual Maintenance Contract
CST	Central Sales Tax
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
ERTL	Electronic Regional Test Laboratories
ETDC	Electronics Test & Development Centre
FOR	Free On Road / Rail
HR	Human Resources
HRMS	Human Resources Management System
ICT	Information and Communication Technology
IPR	Intellectual Property Rights
ISO	International Organisation for Standardisation
IT	Information Technology
LD	Liquidated Damage
LOA	Letter of Acceptance
MIS	Management Information System
NABL	National Accreditation Board for Testing and Calibration Laboratories
OEM	Original Equipment Manufacturer
PC-OEM	Personal Computer – Original Equipment Manufacturer
RFP	Request for Proposal
ROHS	Restriction Of Use of Hazardous Substances
SAMEER	Society for Applied Microwave Electronics Engineering & Research.
SD	Security Deposit
SDK	Software Development Kit
SNR	Site Not Ready
SPOC	Single Point of Contact
SRS	Software Requirements Specification
ST	Service Tax
VAT	Value Added Tax

Know Your Rights

1. ALL TENDERS WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS.
2. THE BIDDERS HAVE A RIGHT TO INSIST ON PROCESSING OF TECHNICAL BIDS IN THE BIDDERS PRESENCE ONLY.
3. PRICE BID OPENING AND PRICE COMPARISON WILL BE DONE ONLY IN THE
4.PRESENCE OF THE BIDDERS.
5. VENDORS / BIDDERS ARE ELIGIBLE FOR A VENDOR SIGNED COPY OF THE PRICE BID COMPARISON STATEMENT ON THE SPOT.
6. PLEASE INSIST ON YOUR RIGHTS AND AVAIL THE SAME.

MANAGING DIRECTOR
ELCOT

Letter of Undertaking

To
The Managing Director
Electronics Corporation of Tamil Nadu Limited
692 Anna Salai, Nandanam
Chennai-600035

Sir,

Sub: Undertaking for participating in ELCOT's Procurement Tender - Reg.
Ref: **Tender No. ELCOT/PROC/OT/32651/Laptop/2013-14**

I/We ---------- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ---------- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ---------- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ---------- certify that no refurbished components are used in the manufacturing and supply of Laptop and related items / tendered items. The licences for the operating systems and other software to be installed in the computer systems to be delivered under this contract is certified as genuine and valid.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We ..... understand that I/ We are liable to be blacklisted by ELCOT for a period of three years.

Yours faithfully
for _____
Name, Signature
Designation
Seal

Note:

1) Declaration in the company's letter head should be submitted as per format given above

2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking is the Optional Procurement Agency of the Government of Tamil Nadu for procurement of IT related products like Computers, Printers, other peripherals and software as per G.O.Ms.No.58 of Finance (BPE) Department dated 16.2.1999 with latest amendments. ELCOT is procuring various IT related products for all the State Government Departments / Boards / Autonomous Bodies, etc. As part of the procurement activities, ELCOT invites **RATE CONTRACT Tender** inviting bids for the procurement of **Laptop and related items** for various Government organisations.

Short Titles used in the Tender Document:

1) **Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
2) **Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.
3) **Day:** A day means a calendar day.
4) **Service Centre:** Service Centre means the centre or place, wherein the Bidder, interalia undertakes and performs the service activities relating to the Laptop and related items indicated in the tender and shall include a Direct service centre or Authorised dealer or Franchisee service centre of the bidder:

Details about the Regions and Districts:

Region	Districts to be Covered under each Region
North	Chennai, Kancheepuram, Tiruvallur, Tiruvannamalai, Villupuram & Vellore.
East	Ariyalur, Cuddalore, Thanjavur, Tiruchirapalli, Thiruvarur, Nagapattinam, Pudukkottai & Perambalur.
South	Ramanathapuram, Madurai, Theni, Dindigul, Tirunelveli, Virudhunagar, Thoothukudi, Sivagangai & Kanyakumari.
West	Salem, Erode, Karur, Coimbatore, Tiruppur, Dharmapuri, Namakkal, Krishnagiri & The Nilgiris.

6) **Life Cycle Cost:** Life Cycle Cost means the total cost to be incurred by the customer towards the purchase of Laptop & Related Items and also charges to be incurred by the customer towards maintenance of Laptop & Related Items for the whole period including Standard warranty period and **Post Warranty period of 2 years.**
7) **Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.

2. Tender Schedule

ELECTRONICS CORPORATION OF TAMILNADU LIMITED (ELCOT)

1.	Tender inviting Authority, Designation and Address	The Managing Director ELCOT, II Floor MHU Complex 692 Anna Salai, Nandanam, Chennai-600035. e-mail: md@elcot.in and procurement@elcot.in URL: www.elcot.in
2.	A) Name of the Work	Supply, installation and commissioning of Laptop and related items
	B) Tender reference	**ELCOT/PROC/OT/32651/Laptop/ 2013-14**
	C) Installation	At the customer premises Throughout the State of Tamil Nadu
3.	Tender documents available place	Tender documents can be freely downloaded from www.elcot.in and www.tenders.tn.gov.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.
4.	Cost of Tender Document	INR 1,100/- per Tender Document for direct purchase from ELCOT. The Tender document fee is waived for the downloaded Tender document.
5	Earnest Money Deposit (EMD)	**Rs.3,00,000/- (Rupees Three Lakhs only)** should be paid by way of Demand Draft or Banker's Cheque drawn in favour of Electronics Corporation of Tamil Nadu Limited and payable at Chennai only.
6	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted **MANUALLY** . Stage-1 – Technical Bid, Stage-2 – Price Bid opening. Tenders received after the due date and time will be summarily rejected.
7	Date and Place of Pre-Bid meeting	**24.12.2013 @ 11.00 AM** at the address mentioned in Column (1) above.
8	Due Date, Time and Place of submission of Tender	**07.01.2014 @ 3.00 PM** at the address mentioned in Column (1) above.
9	Date, Time and Place of opening of the Technical Bids	**07.01.2014 @ 3.15 PM** at the address mentioned in Column (1) above.
10	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders

3. General Instructions

3.1 General

a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid. Relaxation in submission of the documentary proof had been given ONLY to the existing suppliers and such relaxation from submission of documents is applicable wherever they are eligible to avail.

b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. ELCOT shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by ELCOT. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to ELCOT and State Government for all the deliveries and deliverables.

3.2 Clarifications in the Tender

a) A prospective Bidder requiring any clarification in the Tender may notify ELCOT by letter or by Fax or by E-mail to md@elcot.in with a copy to procurement@elcot.in. We encourage paper free e-mail communication.

b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-

mail contact with procurement@elcot.in to register your e-mail id.

3.3 Amendments to the Tender

a) A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by ELCOT. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.

b) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. ELCOT will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

c) No clarifications would be offered by ELCOT within 48 hours prior to the due date and time for opening of the Tender.

d) Before the closing of the Tender, ELCOT may amend the Tender document as per requirements or wherever ELCOT feels that such amendments are absolutely necessary.

e) Amendments also may be given in response to the queries by the prospective Bidders.

f) Such amendments will be notified in the websites mentioned in the Tender schedule.

g) ELCOT at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

h) ELCOT is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with t he Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

4. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

4.1 Eligibility

	Eligibility Conditions	Documentary Proof to be submitted
1	OEM should be a Company registered in India under the Indian Companies Act 1956 and existing for the past 3 years as on 30.09.2013.	OEM should provide the Certificate of Incorporation
2	The Bidder (OEM or authorized Dealer / Distributor of OEM) should be a Company registered in India under the Indian Companies Act 1956 / Partnership Firm / Sole Proprietorship Firm and existing for the past 3 years as on 30.09.2013.	The Bidder should provide the Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms / VAT or Service Tax Registration Certificate.
3	LAPTOP - OEMs or their authorized Dealer / Distributor are only eligible to Bid.	Copy of Manufacturing Licence with Manufacturing capacity for Laptop shall have to be submitted by the Laptop OEMs. Letter of Authorisation from the manufacturer of Laptop to represent their product for this Tender in the prescribed format shall have to be submitted by the Authorized Dealer / Distributor of the OEMs. Copy of Manufacturing Licence with Manufacturing capacity of the Laptop OEM shall have to be submitted by the Authorized Dealer / Distributor.
4	OEM should have 3 years of existence in the manufacture of Laptop or Authorised dealer / Distributor of Desktop Computer /Laptop as on 30.09.2013. Authorized Dealer / Distributor should have 3 years of existence in the Desktop Computer / Laptop business as on 30.09.2013.	Copy of Purchase Order issued in the name of Bidder dated prior to 30.09.2010 and Copy of Completion / Performance Certificate for the above Purchase Order should be submitted.
5	OEM Bidder should have an Annual Turnover of **Rs.100 Crores** and above in the last successive three Audited Financial years. Authorised Dealer / Distributor should have an Annual Turnover of **Rs.10 Crores** and above in the last successive three Audited	Copies of the Audited Annual Reports containing the Balance sheets and Profit and Loss account for the last 3 Audited Financial years.

	Eligibility Conditions	**Documentary Proof to be submitted**
	Financial years.	
6	OEM Bidder should have executed a single order for supply, installation and commissioning of Desktop Computer / Laptop for a value of at least **Rs.100 Lakhs** and above for any Government Departments / Organisations / Public Sector Undertakings in India in the last 3 years. Authorised Dealer should have executed a single order for supply, installation and commissioning of Desktop Computer / Laptop for a value of atleast **Rs.50 Lakhs** and above for any Government Departments / Organisations / Public Sector Undertakings in India in the last 3 years	Relevant copies of Purchase Orders obtained and completion/ performance certificate obtained from the customers OEM bidder can submit the copies of the single order obtained directly in their name or in favour of their representatives / authorized dealers.
7	The bidders should have atleast one service centre in each region (North, East, South and West as given in the Tender Document) with a total of minimum 20 service centres in the State. The service centre may be run by Manufacturer or Franchise or authorised distributors/dealers.	In case of Manufacturer's service centre copies of the land-line telephone bills or rent agreement dated before **30.09.2013** should be submitted as a proof for availability of the service centres. In case of Franchisee Service centre, the bidder should submit a copy of the agreement entered into between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the Manufacturer and the agreement should be valid upto 30.09.2016. Manufacturer should submit undertaking to do servicing directly or through their authorised service partners under their supervision. The Bidder should submit an Undertaking to establish / open Service Centre in each District in Tamil Nadu within 60 days from the date of LOA.
8.	Bidder / manufacturer should have ISO 9000:2008 / ISO 9001:2008 certified manufacturing facility	Should produce copies of valid ISO 9000:2008 / ISO 9001:2008 certificate for its manufacturing facility.
9.	The bidder should have office in Chennai.	Copies of the land-line telephone bills / rental agreement dated before **30.09.2013.** should be submitted as a proof for availability of the office in Chennai.

5. SPECIFICATIONS

Code	Item Description	Make	Approx Qty
200	**LAPTOP -** Intel Pentium Dual Core or Equivalent AMD Processor with Windows and Linux	ANY REPUTED BRAND	1 No.

1	Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor with Processor Speed of 2.0 Ghz or higher
2	Memory	2 GB DDR 3 SD RAM @ 1066 Mhz
3	Display Size	14 inch display
4	Display Resolution	1024 x 768 or Higher
5	Hard Disk Drive	Minimum of 160 GB SATA with minimum 5400 rpm
6	Ports and Others	I/O Ports, Minimum 3 USB, Headphone / Speaker out, RJ-45, AC Power, inbuilt speaker
7	Connectivity	10/100 LAN
8	Graphics	Integrated Graphics supporting 128 MB VRAM or Higher
9	Keyboard	Standard Keyboard with integrated touch pad
10	AC Power Adopter	Input 170V – 270V, 50 Hz AC Power Adopter
11	Operation Temperature	0-55 Degree Centigrade
12	Battery Type	Standard Rechargeable 6 cell Li-on (45 Whr) with minimum 2 hours back up
13	Construction and Externals	Metal / Alloy / reinforced hinges for display. The casing is ABS of black or grey colour.
14	Certifications	RoHS and any other certificate.
15	Operating System Compliance	Microsoft Windows and BOSS Linux
16	Operating System	a) Dual Booting with Windows 7 Starter or Higher and BOSS LINUX shall be preloaded b) Anti Virus Software with one year support shall be pre-loaded

17	Wireless	Wireless 802.11 a/b/n
18	Laptop Form factor	About 13.5 x 9.6 x 1.3 inches approximately.
19	Warranty	1 year comprehensive warranty including battery
20	Qualifying bench mark	BAPCO Sysmark 2007 overall score of minimum 115 or higher with Windows 7 professional and 2 GB Memory
21	Contents	Tamil Unicode font with keyboard interface for typing in Word, Spreadsheet and Presentation shall be sourced from Tamil Virtual Academy and pre-loaded.
22	Standard Accessories	Power cable with three pin socket and plug, power adopter and charger, user manual, Laptop Bag.

NOTE:

a) **The Bidders are requested to submit a Sample Laptop on the date of Technical Bid Opening itself.**

b) **Laptop Bag should be supplied as per the Drawing**

Code	Item Description	Make	Approx Qty
201	**LAPTOP -** Intel Pentium Dual Core or Equivalent AMD Processor with Linux	ANY REPUTED BRAND	1 No.

1	Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor with Processor Speed of 2.0 Ghz or higher
2	Memory	2 GB DDR 3 SD RAM @ 1066 Mhz
3	Display Size	14 inch display
4	Display Resolution	1024 x 768 or Higher
5	Hard Disk Drive	Minimum of 160 GB SATA with minimum 5400 rpm
6	Ports and Others	I/O Ports, Minimum 3 USB, Headphone / Speaker out, RJ-45, AC Power, inbuilt speaker
7	Connectivity	10/100 LAN
8	Graphics	Integrated Graphics supporting 128 MB VRAM or Higher
9	Keyboard	Standard Keyboard with integrated touch pad
10	AC Power Adopter	Input 170V – 270V, 50 Hz AC Power Adopter
11	Operation Temperature	0-55 Degree Centigrade
12	Battery Type	Standard Rechargeable 6 cell Li-on (45 Whr) with minimum 2 hours back up
13	Construction and Externals	Metal / Alloy / reinforced hinges for display. The casing is ABS of black or grey colour.
14	Certifications	RoHS and any other certificate.
15	Operating System Compliance	Microsoft Windows and BOSS Linux
16	Operating System	Pre-loaded with LINUX preferably BOSS Linux.
17	Wireless	Wireless 802.11 a/b/n
18	Laptop Form factor	About 13.5 x 9.6 x 1.3 inches approximately.

19	Warranty	1 year comprehensive warranty including battery
20	Qualifying bench mark	BAPCO Sysmark 2007 overall score of minimum 115 or higher with Windows 7 professional and 2 GB Memory
21	Contents	Tamil Unicode font with keyboard interface for typing in Word, Spreadsheet and Presentation shall be sourced from Tamil Virtual Academy and pre-loaded.
22	Standard Accessories	Power cable with three pin socket and plug, power adopter and charger, user manual, Laptop Bag.

NOTE:

a) The Bidders are requested to submit a Sample Laptop on the date of Technical Bid Opening itself.

b) Laptop Bag should be supplied as per the Drawing

6. Bid Preparation and Submission

6.1 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. ELCOT will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

6.2 Tender Document Fee

a) The Tender Documents may be directly purchased from ELCOT on payment of fees as mentioned in the Tender Schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of Electronics Corporation of Tamil Nadu Limited, payable at Chennai.

b) Alternatively the Tender Documents can be downloaded free of cost from the websites mentioned in the Tender Schedule. The Tender document fee is waived for such downloaded documents.

6.3 Earnest Money Deposit (EMD)

a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Electronics Corporation of Tamil Nadu Limited" payable at Chennai. The Demand Draft or Banker's Cheque should be deposited physically at ELCOT before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable.

b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by ELCOT till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

e) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.

f) The EMD amount will be forfeited by ELCOT, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in bidder fails to remit Security Deposit within the respective due dates.

6.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising

the Tender submitting authority or a Power of Attorney should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

6.5 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.5.1 Technical Bid (Envelope-A)

a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.

b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.

c) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as **"Technical Bid (Envelope-A) for supply of Laptop Computers – Tender Ref.:ELCOT/PROC/OT/32651/Laptop/2013-14 due on 07.01.2014 @ 3.00 PM".** The "FROM Address" and "TO Address" should be clearly written in the cover otherwise the Bid is liable for rejection.

d) The bidders should submit the details of make and model of the items offered against the tender requirement.

6.5.2 Price Bid Form (Envelope-B)

a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.

b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply and commissioning.

c) The Price Bid Form should not contain any conditional offers or variation clauses,

otherwise the Bids will be summarily rejected.

d) The Prices quoted shall be only in **INDIAN RUPEES (INR) only.** The tender is liable for rejection if Price Bid contains conditional offers.

e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.

f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as **"Price Bid (Envelope-B) for supply of Laptop Computers – Tender Ref.:ELCOT/PROC/OT/32651/Laptop/2013-14 due on 07.01.2014 @ 3.00 PM".** The "FROM" address and "TO" address shall be written without fail otherwise the Price Bid is liable for rejection.

6.7 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. The Tender portal will automatically lock the date and time exactly on the date and time. Even if the Bid submission is in half way through during the closing date and time, submission would not be possible. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

6.7.1 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as **"Tender for Supply of Laptop – Tender Ref.: ELCOT ELCOT/PROC/OT/32651/Laptop/2013-14 due on 07.01.2014 @ 3.00 PM".** The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

6.8 Mode of Submission of Bids

a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at ELCOT, MHU Complex II Floor, 692, Anna Salai, Nandanam, Chennai- 600 035 on or before the due date and time. The Bids will not be received personally.

b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches to the Managing Director, ELCOT on or before the due date and time. ELCOT will not be liable or responsible for any postal delay or any other delay whatsoever.

c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

6.9 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

7. Tender opening and Evaluation

7.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

7.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender. The Rate Contract will be valid for 1 year from the date of signing of the contract or agreement/date of release of the first Purchase order. However ELCOT reserves the right to extend or short close the Tender validity period if situation warrants to benefit the Government.

7.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of Authorisation
- received without EMD amount
- are found with suppression of details
- with incomplete information, subjective, conditional offers.
- submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender
- lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of ELCOT will be final in this regard.

7.4 Clarifications by ELCOT

When deemed necessary, ELCOT may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, ELCOT may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of

ELCOT as stated above, such Bids may at the discretion of ELCOT, shall be rejected as technically non-responsive.

7.5 Tender Evaluation

7.5.1 Suppression of facts and misleading information

1.During the Bid evaluation, if any suppression or misrepresentation of is brought to the notice of ELCOT. ELCOT shall have the right to reject the Bid and if after selection, ELCOT would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

2.Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, ELCOT shall have the right to seek the correct facts and figures or reject such Bids.

3.It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, ELCOT at its discretion may or may not consider such documents.

4.The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

7.5.2 Technical Bid Evaluation

a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

b) The sample submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidder.

c) Only the Linux certified Desktop computer and peripherals will be accepted for price bid opening. Apart from the Linux certification, these Desktop computer, Keyboards, External Speaker etc. should have been tested and cleared by ELCOT for Linux compatibility, aesthetics and ruggedness.

d) The bidders have to submit their samples as per the terms specified in "9.1 Sample Submission Clause". Bids without submission of samples are liable to be rejected. On receipt of the samples, ELCOT's technical team would benchmark them with the appropriate Linux Operating System. Necessary drivers and supporting software should be provided by the vendor. Only the systems which pass the Linux evaluation test will be allowed to take part in the general and price bid.

e) For those Bidders who have already worked or working with ELCOT, their previous performance in ELCOT would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as

1.Non responsiveness after getting the Purchase order
2.Delay in supply, installation of the ordered items etc.
3.Lack of communication about the delay in deliveries, Installation etc.
4.Poor warranty support etc.,

7.5.3 Price Bid Evaluation

h) The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this Tender. The Price Bids will be opened in the presence of the Bidders at ELCOT. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.

i) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.

j) As this is a rate contract, the following method of price evaluation will be adopted.

- The Price Bid Evaluation shall include all Customs Duty, Central Excise Duty and Value Added Tax (VAT) as part of the price as detailed below:
- In evaluation of the price of an imported item, the price shall be determined inclusive of the Customs duty with Counter Veiling Duty (CVD).
- In evaluation of the price of item is subject to excise duty, the price shall be determined inclusive of such excise duty.
- In respect of VAT, where all the bidders are from within the State of Tamil Nadu or where all the bidders are from outside the State of Tamil Nadu, the VAT will be included in the price bid evaluation.

(OR)

Where the bidders are from the State of Tamil Nadu as well as from outside the State of Tamil Nadu, the Value Added Tax (VAT) shall be excluded, but Central Sales Tax (CST) shall be included for evaluation.

k) The bidder should quote for all the Desktop computer as well as for all the add-on items mentioned in the tender document. **Partial bid is allowed**. Bidder has to offer for both Linux and Windows OS Flavours for the respective Desktop Items. The prices will be evaluated as follows and the decision of ELCOT will be the final.

l) The total cost excluding applicable Local Taxes and including all other duties and charges (Such as Excise Duty, Customs Duty, Installation Charges etc., as per the guidelines stated above) of individual items will be taken for Price Bid evaluation. Though the 4nd and 5rd year Annual Maintenance Charges are not included in the price bid evaluation, the L1 Bidders have to match the lowest AMC Charges for the 4nd and 5rd year quoted by other Bidders.

m) The L1 Bidder as well as all the Technically Qualified Bidders will be negotiated to match L1 Price. If more than one Bidder matches the L1 Price, then order will be placed more than one Bidder, who matches the L1 Price. However, preference will be given to the L1 Bidder. The L1 Bidder will be given an order value more than the other Bidders, who matches the L1 Price. The decision of ELCOT will be the final.

n) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidders.

o) If the Tender ends with only one Successful Bidder, the value of the order will be restricted to the monthly licensed manufacturing capacity of the Bidder and remaining quantity will be rTendered.

7.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

7.7 Award of Contract

c) Total quantity will be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender.

d) No dispute can be raised by any Bidder who Bid has been rejected and no claims will be entertained or paid on this account.

7.8 ELCOT reserves the right to:

- Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- Insist on quality / specification of materials to be supplied.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
- Ask other qualified Bidders to match the L1 price as this is a rate contract tender.
- If delivery performance of the Bidder is not as per the Schedule, then ELCOT reserves the right to reallocate the quantity to other Bidder.
- ELCOT reserves its right to inspect the bidders' factory before or after placement of orders and based on the inspection, ELCOT reserves a right to modify the quantity ordered.
- ELCOT reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the customers.

8. Execution of Work

8.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with ELCOT who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by ELCOT, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

8.2 Letter of Acceptance (LOA)

After acceptance of the Tender by ELCOT, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by ELCOT. Under this rate contract, ELCOT has the right to issue LOA to more than one bidder.

8.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to **five percent** of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the delivery period from the date of acceptance of the tender on receipt of confirmation from ELCOT. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the Purchase Order. The Security Deposit held by ELCOT till it is refunded to the Successful Bidder will not earn any interest thereof.

The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

8.4 Execution of Contract

a) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within one week from the date of Letter of Acceptance issued by ELCOT with such changes/modifications as may be indicated by ELCOT at the time of execution on receipt of confirmation from ELCOT.

b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of ELCOT. ELCOT reserves its right to cancel the purchase order either in part or full, if this conditions is violated. If the Successful Bidder fail to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT and ELCOT also have the right to recover any consequential losses from the Successful Bidder.

8.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, "**Firm Purchase Order"** for the supply and commissioning of Tendered items will be issued to the Successful Bidder by ELCOT. The supply and payment will be based on the Purchase Order(s) issued from time to time.

8.6 Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder.

8.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of ELCOT. Such completion would be arrived at when the entire quantity is supplied by the Bidder as per the Contract Agreement and as per Purchase Order(s) issued by ELCOT from time to time.

8.8 Forfeiture of EMD and SD

a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to ELCOT.

b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to ELCOT and the tender will be held void.

c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by ELCOT.

8.9 Termination of Contract

8.9.1 Termination for default

a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (ii) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event ELCOT terminates the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

8.9.2 Termination for Insolvency

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

8.9.3 Termination for Convenience

ELCOT may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

8.10 Execution of Work Order

The Successful Bidder should nominate and intimate ELCOT, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

8.11 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of ELCOT.

8.12 Liquidated Damages (LD)

A penalty will be levied at the rate specified in the Agreement Format for non-fulfilment of delivery schedule subject to the force Majeure conditions. Even If the work is not completed in full beyond this period, such performance may entail termination of contract and black listing of the Bidder from participating in any of the ELCOT's Tenders. This alone will not relieve the Bidder and the difference in cost of the items purchased through other Technically qualified Bidders or any other alternative sources will be recovered from the successful Bidder.

8.13 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate specified in the Agreement Format in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order.

8.14 Other Conditions

a) The final decision would be based on the technical capacity and pricing of the Bidder. ELCOT does not bind itself in selecting the bidder offering lowest prices.

b) ELCOT reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of ELCOT for good and sufficient reasons.

c) ELCOT can supply the Laptop Under special offer to Students / Government Employees / Government Education Institutions /Trust etc. The successful bidder should not raise any dispute related with the supply of the Laptop s under any of

the scheme adopted by ELCOT. Non cooperation by the bidder may lead to termination of the contract and ELCOT reserves the right to Black list the successful bidder for a period of 3 years from participating ELCOT or any other Government Tenders.

8.15 Arbitration and Jurisdiction

(a) In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Managing Director of ELCOT in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language English only.

(b) Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

8.16 Other Documents to be started:

1. Copy of ESI Registration or necessary Exemption Letter for ESI Registration should be submitted.
2. Copy of EPF Registration or necessary Exemption Letter for ESI Registration should be submitted.

9. Scope of Work

9.1 Sample Submission

a) For each item quoted in the Tender, the samples should be submitted indicating the make, model number and retouchers / specification of the items for benchmark testing by ELCOT as per Appendix-3 of the Tender.

b) The bidders have to submit the samples on or before the Tender Due **Date, during the office hours, as per the date indicated in this tender document. The samples should be submitted along with necessary Linux Driver and Linux Interface Software. The software should work under Linux OS, in the same manner it works under any other Operating System environment.**

d) Such samples should be delivered at the address mentioned in the Tender Schedule along with the INTERNAL TEST REPORT carried out by the OEM / Bidder as per this Tender specifications duly certified by the OEM / Bidder's Quality Inspection Officer with signature and designation.

e) If the samples are not delivered within the time limit specified in the Tender, it would be treated as non-responsive to the Tender conditions and the Bids is liable for rejection.

9.2 Special Concession for ELCOT approved products

a) If the samples of the tender specification has already been tested and approved by ELCOT in earlier tenders, then the Bidder need not submit those products for sample evaluation. The bidder shall provide the reference of the tender number and test reports.

b) ELCOT reserves the right to call for samples again if need arises and to call for any other sample of any other item at any point of time.

9.3 Compliance with Technical Specification

All the Bidders should submit the items as asked for benchmarking. The computer systems require Benchmark testing for the samples submitted. The results and compliance statement would be prepared and evaluated. The samples of those Bidders, which do not conform to the technical specifications, the Bids of those Bidders will be rejected. The whole evaluation exercise would be done in the presence of the bidders in a transparent manner.

9.4 Benchmark Test Results

The Benchmark test results will enable ELCOT to derive the following details:

a) To know whether the bidders propose to offer the configuration as per the Tender specification or not.

b) To provide decision support for the Technical Committee whether to accept or reject the products.

9.5 Analysis of Benchmark Results

9.5.1 General

a) If the equipment supplied for evaluation meets the tender specifications, it would be treated that the equipment had passed the "specifications test". If the specifications are below the tender specifications, then the equipment would be treated as "failed" in the "specifications test". The bidders should take utmost care to bring in the samples which should be equal to or better than the specifications given in the tender documents.

b) ELCOT reserves the right to reject a sample if it is found that it does not meet the specifications. In such cases the bidder would be treated as "failed" in this test. However, ELCOT reserves its right to offer one last opportunity to the bidder to produce another sample for evaluation, say within a short period of 2-3 days. Such a sample would be evaluated again to find out whether the bidder gets "pass" in this test.

c) Offering this additional opportunity is solely at the discretion of ELCOT. ELCOT would be pleased to provide such an opportunity ONLY if public interest (healthy competition) demands such a step. In the normal course such an additional opportunity would not be given to the bidders.

9.5.2 Linux compliance test for Server and Desktop

All the samples will be tested for Linux compliance in Redhat, Suse, If the system achieves trouble free installation by detecting the display system, sound card, Ethernet card, modem card (if any), hard disks etc and it should comply all the parameters given in the annexure then it would be treated as "Passed" in the "Linux compatibility test". If a system fails in any of the parameters, then it would be treated as "failed" in the "Linux compatibility test". The bidders must provide the necessary drivers in self installing rpms.

- Linux compatibility test may or may not be carried out for the bidders who have produced Linux certification for Redhat, Suse, Ubuntu and BOSS. However if they become L1, their product will be tested for Linux compatibility before issuing order
- If the bidder applied for Linux certification, bidder should produce neccessary

documents related to this. For these bidders, Linux compatiblity will be tested

9.5.3 Linux Compatibility for peripherals

a) All the peripherals would be connected to the computer systems running Redhat, Suse (their own system or any other system arranged by ELCOT) to find out whether they work under Linux environment in an efficient and trouble free manner.

b) All such operations would be carried out using GUI/Xwindows procedures only. If the peripherals work without any hitches, then it would be treated as "passed" in the Linux compatibility test. Otherwise, it would be treated as "failed".

c) The bidder or OEM should provide tested results for Suse Linux and Red Hat.

9.5.4 Microsoft Windows based Benchmarking

a) For all the computer systems, those who conform to the specification will be required to conduct bench mark tests using Si soft Sandra Professional 2007 in windows platform. This would indicate the components used to build the system. This would be matched with the specifications to find out whether the bidder had complied with the technical specifications asked for in the tender.

b) Only compliance with the tender specifications is sought to be ensured through the benchmark testing. Any sub standard materials would be screened during the benchmark test and decision would be taken accordingly.

c) The bidder should secure the minimum sysmark points for the desktops as specified in the Tender. Any system not satisfying this criteria would be disqualified.

Important Note: The system shall be loaded with Windows XP including service pack 3 , VGA Drivers and the Software loading to be done with single partition (HDD) only. No other Software shall be installed during the Benchmark test in the case of sysmark and the Video mode to be set at 800 x 600 @ 32 bits/pixel (Service pack version to be mentioned by the Bidder)

9.6 Software to be pre loaded

The Operating System, device drivers and other productivity applications will be decided by ELCOT at the time of releasing the Work Order should be pre-loaded in the computer hardware. The pre-loaded software should be original and should be licensed in the name of customers. The original license copy should be submitted to the customers at the time of delivery. ELCOT or its customer departments will not be liable or responsible for any disputes arising out of Intellectual Property Rights. It is the risk of the successful Bidder when such disputes arises.

9.7 Pre-despatch Inspection

Pre-dispatch inspection will be carried out by the Authorised Agency appointed by ELCOT and / or Representatives of ELCOT.

9.7.1 Specification Test

a) Specification conformity will be tested for the ordered items as per technical specification given in the tender document.

b) The successful bidder should intimate the readiness of the goods after internal testing along with test report and warranty certificate.

c) The systems should be supplied in full as per the ordered configuration for acceptance testing. No System, which falls short of the technical specification, will be taken up for acceptance testing under any circumstances, however can offer a better specification than the one finalised through the tender and the same will be accepted for testing.

d) The successful Bidder should intimate the readiness of the items to ELCOT for pre-despatch inspection 7 days in advance before the despatch.

e) Linux Operating System should be installed in all the computer hardware as per specifications. Necessary device drivers for Linux OS should be supplied in CD-ROM/DVD media.

9.7.2 Temperature Test and Drop test

a) The items will be kept at the Thermal chamber to check configuration variation at the ambient conditions of 0-45 degree Centigrade.

b) Drop test should be conducted on all the six surfaces of the packaging with the systems and peripherals packed inside by dropping the same from a height of one meter. Performance of the hardware shall be checked after conducting such tests with the help of diagnostic software. The packaging should be able to withstand the test without any damage or malfunction.

c) Temperature and drop test will be conducted on at least one unit out of every 100 units supplied in each configuration.

9.7.3 Predespatch Acceptance

a) 100% Physical Verification will be done by ELCOT. List of Sl.No with make of each item should be given including internal part of Laptop systems like Mother Board, Hard Disk Drive, DVD Drive etc.

b) Benchmark test will be conducted for all systems either on 100% basis or on random sampling basis.

c) The items should give the same performance results as given during technical evaluation benchmarking.

d) Any item got rejected during acceptance test shall be re-offered for acceptance test within 2 days.

e) The items which are accepted after testing, should be sealed inside the carton box under the joint signatures of the representative(s) of ELCOT and vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of the acceptance test report to the specific location.

9.8 Supply, installation and Commissioning

a) I) **Delivery :** The ordered items should be delivered, installed and commissioned **within 28 days** from the date of Purchase Order.

ii) Delivery Schedule for Bulk Qty for Special Project like School Projects **within 42 days** from the date of issue of Purchase Order.

b) In view of making the first delivery quickly, the successful bidder should keep minimum 500 Nos of Desktop ready for delivery with in 15 days from the date of issue of Tender Acceptance Letter.

c) The Successful Bidders after obtaining the Consignee address should visit the sites to assess the readiness of the site for installation. A report in this respect should be submitted to ELCOT. ELCOT may advise the customer to prepare the site ready for installation.

d) However the Customer is responsible for the site preparation before the scheduled installation dates.

e) The Successful Bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Successful Bidder will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all the installation sites.

f) The Successful Bidder selected for various equipments to be installed at single user premises shall co-ordinate with each other and prepare a list where delivery is planned by all the parties, so that installation and handing over can be carried out to the consignees suitably / simultaneously by all the parties. The Successful Bidder must send the proposed delivery schedule to each consignee and to ELCOT well in advance.

g) The supply and installation of ordered items along with necessary operational and user manuals / drawings, circuit diagram, etc., should be made available in the Tender document. The Successful Bidder shall be responsible for commissioning of the items supplied by preparing interfacing / integrating with purchaser's equipment / accessories / software supplied by other vendors.

h) After successful Installation, commissioning and handing over of the ordered items to the consignees the Successful Bidder must obtain signed installation certificate in the specified format along with Sample test results duly certified by the respective consignee on the installed items.

i) The Successful Bidder shall send status report in the format prescribed in such intervals as may be required by ELCOT from time to time till the execution of the entire order.

j) The Successful Bidder shall undertake to supply of spares for the maintenance of the offered items for period of three years.

k) The details of the service centre representatives responsible for attending the installation, warranty services at each consignee site, name and designation of the contact person and centre in–charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided well in advance to each consignee and to ELCOT.

l) The Successful Bidder shall stick ELCOT HELP DESK LOGO / Holograms etc as per the directions of ELCOT and as per sample, in a prominent place on all the items delivered.

m) In the rare event of non-acceptance of delivery items by the user, the vendor should immediately report ELCOT for suitable directions.

9.9 Minimum Stock Maintenance

a) Some occasions may arise that Desktops may be required to be delivered within a short period of 24 hours to the customers. In such occasions, it may be very difficult to arrange shipment of the items from the vendor premises due to the routine formalities. To tackle such conditions, the successful Bidder should maintain an ex-stock of about 10 units of all items in the premises as confirmed by ELCOT. Upon issuance of notice from ELCOT, the successful Bidder should supply, install and commission the ex-stock at the customer premises.

b) No financial commitment will be given by ELCOT for maintaining the ex-stock items.

c) At any point of time, the successful Bidder should ensure the minimum ex-stock level. The successful bidder should also ensure that the short fall of 10 number should be replenished with in 7 days from the date of delivery of the items from the minimum stock.

d) ELCOT reserves the right to Inspect the Minimum stock level at any point of time and may impose a penalty of 20% of the cost of the equipments which are shortage of the specified qty. If the bidder fails to maintain the minimum stock level in three instances during the Rate contract period, ELCOT reserves the right to terminate the RC contract with the successful bidder and the bidder will be declared as non performer which may not permit the bidder in participating tenders floated by ELCOT in future, for the next three years.

9.10 Warranty Clause

The warranty clause during the free warranty period of 3 years and extended warranty of 4th and 5th year would be applicable as follows.

a) All the Tendered items should be supplied to the customer site free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design fault or transit damage occured at the time of supply or within one month from the date of installation, the items in full should be replaced.

b) All the materials and components of the Tendered items should be covered with a replacement warranty of 36 months from the date of signing of installation report of the ordered items. The successful Bidder shall be liable to make good the loss by replacing the items or other accessories found defective during the warranty period.

c) The successful Bidder should give an undertaking to maintain the spares of all the hardware items of 2% of the total quantity ordered.

d) During the warranty period, the complaints received from the customers should be attended as below.

1) If the complaint is received during the forenoon (up to 2 PM), the complaint should be attended on the same day.

2) If the complaint is received during the afternoon (after 2 PM), the complaint should be attended on the next day. If next day is the declared Holiday, the complaint should be attended in the next working day under normal circumstances. In emergency situations or urgent requirement of the customer, the complaint should be attended within 2 hours on the same day.

3) All the complaints should be attended from the nearest service centres.

4) All the complaints should be rectified within 2 working days excluding the date of complaint.

5) **Penalty during warranty period**

If the complaints are not rectified within the stipulated period as mentioned in class 9.10.d.4 an equivalent standby shall be supplied till rectification. A penalty of 0.25% on the value of the item will be charged per day till the equipment is put on working condition, in case the standby item is not supplied.

9.11 Contact details for service support - Stickers

The successful bidder should deliver the systems with stickers pasted on it containing the Service persons details with escalation matrix for the service facility. The successful bidder should get the approval for the sticker before deploying in the field.

ELCOT will conduct post delivery inspection for the systems delivered and if it is found that the successful bidder is not pasting the stickers will be liable for declaring as the non performer. If this deviation is found in three instances, the successful bidder will be declared as the non performer and will not be permitted in participating in ELCOT tenders for a period of next 3 years, minimum.

9.12 Call Centre Facility

The Successful Bidders may set up a call centre supported by a web based application for this purpose and may provide access to ELCOT. All the complaints as well as rectification details should be recorded in the call centre software. The features of the Call Centre will be discussed mutually. In case, the customer directly calls ELCOT, provision should be made for ELCOT to register the complaints. Any failure to the Warranty conditions would attract a penalty under non-fulfilment of Tender conditions.

9.13 Buy back of the old Laptop

The customers may have old desktops for disposal either in working condition or may not be in working condition. The make of the desktops may be different from the bidder's make purchased during the past years from various sources. However the successful bidder should agree to buy back the old Laptop available with the customer. The payment towards the buyback may be paid by the successful bidder directly to the customer or to ELCOT depending upon the instructions from ELCOT.

9.14 Resident Service Engineer

The Successful Bidders who are given Purchase Order for 2000 Desktops should post one qualified and trained engineer at the disposal of ELCOT to be deployed at the ELCOT's Branch Offices in the Districts or any location designated by ELCOT to provide service support during the period of 3 years warranty period. This is in addition to the normal After Sales Support to be provided by the supplier under the terms and conditions of the tender. In case of failure by the successful bidder ELCOT reserves the rights to cancell the orders placed on them and engage such service Engineers. All the expenses related with such activity will be recovered from the Successful Bidder. ELCOT also reserves the right to reject / not considering the bidder for future tenders floated by ELCOT.

10. Payment Clause

10.1 100% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing all the software and fulfilling the technical specifications on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 37 months during the warranty period. (**OR)**

95% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing all the software and fulfilling the technical specifications and the balance 5% will be released to the supplier after completion of 3 years warranty period.

10.2 However if the site is not ready within 15 days of delivery, 75% of total cost will be paid on submitting the proof of delivery and certificate from the customer that the site is not ready, after receipt of funds from the Purchaser and balance 25% total cost will be paid on installation, commissioning and handing over of the systems on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 37 months during the warranty period.

"If the Customer is not issuing an SNR (Site Not Ready), the Successful Bidder may give an Undertaking to ELCOT stating that the customer is not issuing an SNR. The 75% of total cost of the invoice will be made to the Successful Bidder on verifying the same with the customer."

10.3 Bills will be honoured within 7 working days after submission of bills along with all supporting documents in complete shape. The Successful Bidder should file relevant invoices online using the web based procurement software in operation at ELCOT.

10.4 The Successful Bidder hereby agrees to get the refund of incentive, excise duty and proportionate sales tax from concerned authorities and pass it on to Purchaser(s) if the Government or any other appropriate agency reduces the Excise duty or Sales tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.

10.5 Penalty amount if any, will be adjusted in the payment due to the Successful Bidder.

10.6 All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the supply and commissioning of Desktop Computers with Accessories and Software) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

This CONTRACT is entered into at Chennai on the ..... day of ..... 2013 between Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu Undertaking, a Company registered under the Indian Companies Act, 1956 and having its Registered office at 692, Anna Salai, Nandanam, Chennai- 600 035 herein after referred to as "ELCOT" (which term shall mean and include its Successors and permitted assigns) on behalf of Customer (s) to be communicated by ELCOT from time to time (herein after referred to as "Purchaser (s)") and ..... a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ..... hereinafter referred to as the "Successful Bidder" (which term shall mean and include its Successors and permitted assigns)

Whereas, ELCOT had floated a Rate Contract Tender vide Tender No. **ELCOT/PROC/OT/32651/Laptop/2013-14** for the supply, installation and commissioning of Laptop and related items and the Successful Tenderer has been selected as one of the suppliers in the Tender and ELCOT as per the following terms and conditions:-

1.This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of 37 months. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by ELCOT without compensation to the Successful Bidder. The contract may also be put to an end at any time by ELCOT upon giving seven days notice to the Successful Bidder.

2.The Successful Bidder agrees that in the event of failure of 10% or more of the vital components of the equipments occurring during the first three year warranty period, ELCOT would have a right to blacklist them for any procurement through ELCOT for a period of three years from that date.

3.The Successful Bidder agrees to supply, install and commission the Bill of Material detailed in ELCOT Tender **ELCOT/PROC/OT/32651/Laptop/2013-14** after carrying out successfully all tests prescribed by the Purchaser(s) at an unit price plus applicable Taxes as enclosed in Annexure to this Agreement to the Purchaser(s) before the specified date. The price offered is firm and is not subject to enhancement on any ground.

4.The ordered items should be delivered, installed and commissioned within 28 days from the date of Purchase Order. Delivery Schedule for Bulk Qty for Special Project like School Projects within 42 days from the date of issue of Purchase Order.

5. The price of the ordered items as per the Tender includes excise duty, Surcharges, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable.

6. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the ELCOT Tender document .

7. The goods or materials are to be delivered on F.O.R destination indicated by ELCOT/Purchaser(s) without any extra cost in such quantities or numbers contained in the purchase order to be issued by ELCOT from time to time. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis. The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive insurance by the Successful Bidder till delivery and acceptance by the authority concerned.

8. ELCOT is entitled to change the list of consignee address from time to time based on the requirement of the purchaser(s). In this situation, the suppliers should not claim any additional charges except for any major amount involved which will be resolved mutually.

9. The goods sold under this agreement shall not be taken back. However any replacement necessitated, as part of the warranty commitments shall be carried out by the Successful Bidder and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Bidder within a reasonable time.

10. If the supply, installation and commissioning of the Ordered items are not effected as specified in the purchase order, Purchaser(s) /ELCOT shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.

11. In case of failure by the Successful Bidder to deliver goods or materials demanded from them, within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate, ELCOT or anyone duly authorized by ELCOT shall have the power to reject any such goods or materials and to purchase from others instead of any goods or materials so rejected or not delivered. Unless the successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred by the Purchaser(s) over the contract price together with all charges and expenses attending the purchase shall be recoverable by ELCOT / Purchaser(s) from the Successful Bidder.

12. A penalty will be levied at the rate of 0.25% per day on the un-delivered portion of the material value subject to a maximum of 10% if the delivery has not been completed in full within the stipulated period subject to force majeure conditions. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail back-listing of successful bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to ELCOT reserving the right to blacklist the suppliers for a period of three years from participating in ELCOT's tenders for Government contracts/projects.

13. A Penalty for non-fulfilment or non-observance of tender conditions will be levied at 10% of the total value of the Purchase Order.

14. Notwithstanding anything contained in the penalty clause, ELCOT reserves the right to blacklist the bidder from taking part in any of the procurement operations of ELCOT for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in ELCOT's Tenders.

15. i) The materials or goods are to be given warranty for a period of 36 months, after installation and commissioning against any manufacturing defect and bad workmanship solely by the Successful Bidder irrespective of whether the same have been manufactured by them or not. The warranty period of 36 months will commence from the date of

installation and commissioning of the ordered items after carrying out successfully the tests prescribed by Purchaser/(s) and installation in good working condition. A report of services attended on monthly basis must be submitted to ELCOT for each order during the warranty period.

ii) The Successful Bidder shall undertake to supply the spares for the Standard warranty and Extended Warranty Period of the offered items for the period of three years. If any manufacturing or other technical defects is found within 36 months from the date of installation, commissioning and handing over of the ordered items to Purchaser (s), they will have to be rectified or replaced free of cost by the Successful Bidder in good working condition.

(iii) During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working condition within 48 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions at 1% per week of breakdown period on the costs of only those machineries, which are non-functional. The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by Successful Bidder or not.

(iv)The Successful Bidder agrees to provide comprehensive maintenance of the ordered items, which shall include preventive maintenance and corrective maintenance at the location specified by the Purchaser(s). The maintenance shall include replacement of all parts. The Ordered items, which are down, should be restored in good working condition within 48 hours. Otherwise, the Successful Bidder shall be liable for a penalty of 10% per week of breakdown period on the costs of only those machineries, which are non-functional. The Purchaser(s) reserves right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

16) I/We agree to adhere to the 4th and 5th Year extended warranty cost which is included in the price bid evaluation, I/we agree to honour the Comprehensive warranty cost offered by us, in case the extended warranty for the 4th and 5th year is awarded to us.

17) PAYMENT TERMS:

a) 100% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing all the software and fulfilling the technical specifications on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 37 months during the warranty period. (**OR)**

95% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, on installation, commissioning and handing over of the ordered items to the Purchaser, after testing all the software and fulfilling the technical specifications and the balance 5% will be released to the supplier after completion of 3 years warranty period.

b) However if the site is not ready within 15 days of delivery, 75% of total cost will be paid on submitting the proof of delivery and certificate from the customer that the site is not ready, after receipt of funds from the Purchaser and balance 25% total cost will be paid on installation, commissioning and handing over of the systems on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 37 months during the warranty period.

"If the Customer is not issuing an SNR (Site Not Ready), the Successful Bidder may give an Undertaking to ELCOT stating that the customer is not issuing an SNR. The 75% of total cost of the invoice will be made to the Successful Bidder on verifying the same with the customer."

c) Bills will be honoured within 7 working days after submission of bills along with all supporting documents in complete shape. The successful Bidder should file relevant invoices online using the web based procurement software in operation at ELCOT.

d) The Successful Bidder hereby agrees to get the refund of incentive, excise duty and proportionate sales tax from concerned authorities and pass it on to Purchaser(s) if the Government or any other appropriate agency reduces the Excise duty or Sales tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.

e) Penalty amount if any, will be adjusted in the payment due to the Bidder.

f) All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

18. The Successful Bidder agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the Successful Bidder shall pay as penalty an amount equivalent to 10% of total value of contract or

an amount equal to the actual loss incurred by the Purchaser (s) whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.

19. The contract or any part share of interest in it is not be transferred or assigned by the successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the Purchaser(s).

20. Neither the Purchaser(s)/ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as

I) Natural phenomena including but not limited to earthquakes, floods and epidemics.

ii) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.

Iii) Accidents or disruptions including, but not limited to fire, explosions, break down of essential machinery or equipment, power and water shortages.

21. The following document shall be deemed to form and be read and constructed as part of this Contract.

a) Technical Specifications

b) Tender Terms and Conditions

c) Amendments issued by ELCOT for the Tender document

d) Corrigendum / Clarifications issued by ELCOT for the Tender Document

e) Detailed final offer of the Successful Bidder

f) Purchase Order(s) issued by ELCOT from time to time

g) Correspondence made by ELCOT to the Successful Bidder from time to time during the period of the contract.

Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

22. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Bidder to the Purchaser(s) at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

23. Termination of Contract

23.1 Termination for default

a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or (ii) if the Successful Bidder fails perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event ELCOT terminates the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

23.2 Termination for Insolvency

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

23.3 Termination for Convenience

ELCOT may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

24. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

25. ELCOT reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non performance of the successful Bidder.

26. **Arbitration Clause:-**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Managing Director of ELCOT.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Managing Director of ELCOT. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Chennai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and or behalf of Electronics Corporation of Tamil Nadu Limited	For and on behalf of Successful Bidder
Witnesses:	Witnesses:
1.	1.
2.	2.

Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
The Managing Director
Electronics Corporation of Tamil Nadu Limited
MHU Complex II Floor
692 Anna Salai, Nandanam
Chennai - 600035

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by …….. (Banker's Name & Address) having our Head Office at ……..(address) (hereinafter referred to as "the Bank") in favour of The Managing Director, Electronics Corporation of Tamil Nadu Limited, MHU Complex II Floor, 692 Anna Salai, Nandanam, Chennai - 600035 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as "Supplier") against Letter of Acceptance reference _____ dated __/__/____ of M/s. Electronics Corporation of Tamil Nadu Limited. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/- (Rupees _____ Only) and the guarantee shall remain in full force up to ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Contractor's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)……., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed

amount notwithstanding any objection or dispute whatsoever raised by the Supplier.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs._____/- (Rupees _____ Only). This bank guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this ……. at _____.

Witness: (Signature)

(Name in Block Letters)

Appendix-3 Sample Submission Form

Date of submission: __/___/____

Vendor Name :

Vendor Address :

Tender No. :

Sample Submitted On :

Tender Product Sl No. :

Sl.No.	Item No.in the Tender	Item Description	Make	Model	Sl.No of the Item

VENDOR

Bidding Company Name:

Signature of the Representative:

Name:

Designation:

Contact No.

ELCOT

Name & Designation of the Person Receives the Sample:

Store I/C Name & Designation:

Signature:

Appendix – 4 Manufacturer's Letter of Guarantee

To
The Managing Director,
Electronics Corporation of Tamil Nadu Ltd.,
MHU Complex, II Floor,
692, Anna Salai,
Nandanam, Chennai – 600 035.

Sir,

We hereby authorise M/s .....to undertake to submit a Bid, and subsequently negotiate and sign the contract with the purchaser against Tender No: ELCOT/PROC/OT/32651/ LAPTOP/2013-14 for the (type the Description of goods) developed by us. We hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorised partners under our supervision during the Warranty and Extended Warranty Period. We will provide the necessary spares support in the event of replacement of any spare parts is necessitated while providing Warranty and Extended Warranty Services and if the spares are not available then we will arrange for complete replacement of the item(s) with an equivalent / higher model.

For this tender we authorise M/s. _____ (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner viz., M/s. _____ or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the enduser / purchaser rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

In case of violation of any of the conditions above, I/We ..... understand that I/ We are liable to be blacklisted by ELCOT for a period of three years.

(Signature for and on behalf of Principal)

Note: (1) Competent authority of the Manufacturer / Principal should issue the letter of authority.

(2) If the Bidder submits the Manufacturer's Letter of Guarantee other than the specimen provided above will not be considered as valid and hence will lead to rejection of the Bid itself.

Appendix-5 Letter of Guarantee for Maintaining Minimum Stock

To
The Managing Director,
Electronics Corporation of Tamil Nadu Ltd.,
MHU Complex, II Floor,
692, Anna Salai, Nandanam, Chennai – 600 035.
Sir,

We, M/s ..... hereby undertake and ensure that as per the Tender clause **9.9 Minimum Stock Maintenance and 9.10C Warranty Clause** for the tender reference **ELCOT/PROC/OT/32651/Laptop/2013-14** floated by ELCOT for the supply of Desktop computers and related items, will maintain the minimum stock for the tendered items and strickly follow the instructions of ELCOT for the immediate delivery of the Desktops as per the conditions stipulated in the Tender.

1. Minimum ex-stock of about 10 units of all items will be kept in the premises as confirmed by ELCOT. Upon issuance of notice from ELCOT, we will deliver and install the items with in 24 hours for the Chennai customers and 48 hours for the customers out side Chennai.
2.No financial commitment will be claimed by us for maintaining the ex-stock items.
3.We ensure that at any point of time the minimum ex-stock level will be maintained. The short fall of 10 number will be replanished with in 7 days from the date of delivery of the items from the minimum stock.
4. ELCOT can Inspect the Minimum stock level at any point of time and may impose a penality of 20% of the cost of the equipments which are shortage of the specified qty.
5.If we fail to maintain the minimum stock level in three instances during the Rate Contract period, ELCOT reserves the right to terminate the RC contract with us and we may be declared as non performer which may not permit us in participating tenders floated by ELCOT in future, for the next three years.

In case of violation of any of the conditions above, I/We ..... understand that I/ We are liable to be blacklisted by ELCOT for a period of three years.

(Signature for and on behalf of Principal)

Appendix-6 Format for Clarifications / Amendments

FORMAT FOR
QUERIES ON TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	*Clause No.*	*Title of the Clause*	*Description of the Clauses as per Tender Document*	Amendment requested	*Reasons for requesting the amendment*

FOR TECHNICAL SPECIFICATIONS:

Sl. No.	Page No.	*Product Code*	*Item Name*	*Existing Specification as per Tender Document*	*Technical Parameter as per Tender Document*	*Amendment requested*	*Reasons for requesting the amendment*

Annexure-1 Technical Bid

A1.1 Check-list for Enclosures

Documents to be submitted		Fill (YES or NO)
Filled Tender Technical Bid Form and Price Bid Form		
Payment of Portal Charges and EMD amount		
Two Part Bid submission		
Letter of Authorisation for signing the Tender document		
Eligibility Criteria		
1.	OEM's Certificate of Incorporation Copy should be submitted	
2.	Manufacturing License for Laptop should be submitted	
	Manufacturing capacity of Laptop should be submitted	
3.	Bidder's Certificate of Incorporation should be submitted	
4.	Full Copy of Work Order / Purchase Order and Completion Certificate / Performance Certificate from the customers for the supply of Laptop / Desktop items executed before 30.09.2010 for existence in the field.	
5.	Copies of Annual Reports containing the Audited Balance Sheet and Profit & Loss Account for the last 3 Audited Financial years as a proof for turnover. (2012-13, 2011-12 and 2010-11)	
6.	Full copies of Work Order or signed Agreement and performance / order completion certificate from the customers for executing single order value.	
7.	**Service Centre Facilities** In case of Manufacturer's service centre or franchise service centre, copies of the land-line telephone bills or rent agreement dated before 30.09.2013 should be submitted as a proof for availability of the service centres. Manufacturer should submit undertaking to do servicing directly or through their authorised service partners under their supervision. The bidders should obtain Performance Certificate from the customer and submit along with tender document as a proof for service capabilities.	
8.	The bidder should have ISO 9000:2008 / ISO 9001:2008 certified manufacturing facility and copy of the certificate is submitted	
9.	Copy of Telephone Bills / Rental Agreement to prove the existence of Office in Chennai.	

A1.2 Profile of the Bidder

1.	Name of the Company	Principal Bidder
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	**Registered office**	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
5.	**Local presence at Tamil Nadu**	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6.	**Registration Details**	
	Permanent Account Number	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration No. and ESI Remittance details for last 3 years	
9.	PF Registration No. and PF Remittance details for last 3 years.	

A1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Please give details along with proof
1.	Certificate of Incorporation	
2.	Manufacturing capacity	
3.	Annual Turn over (INR)	
	2012-13	
	2011-12	
	2010-11	
4.	Details of single Purchase order for hardware or peripherals executed in Government organisations	
5.	Details about service centres in Tamil Nadu	

A1.4 Details in support of Evaluation Criteria

1. List of Service Centres

SN	District	Name of the Bidder, who established the centre and address of the centre	Details about the facilities and no. of service persons

2. Track record on timely completed supply orders

S	Name of customers	Purchase order reference, item, quantity and locations	Schedule date given by customer	Actual date of completion supported by performance certificate

3. Benchmark Test Results

The Bidders should enclose the test results of the Benchmark testing performed by the Bidder and test results for other items.

A1.5 Hardware Compliance

The Bidders should submit the details of the make and model of each item offered against the tender requirement and samples for the same need to be submitted for evaluation.

SN	Item Code	ITEM DESCRIPTION	Item Quoted details along with Make & Model
1	200	**LAPTOP -** Intel Pentium Dual Core or Equivalent AMD Processor	
2	201	**LAPTOP -** Intel Pentium Dual Core or Equivalent AMD Processor with Linux	

COMPLIANCE STATEMENT FOR ITEM Code 200 Laptop

Sl. No.	Parameter	Details	Bidders Offer	Whether confirming to the tender specification Yes/ NO
1	Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor with Processor Speed of 2.0 Ghz or higher		
2	Memory	2 GB DDR 3 SD RAM @ 1066 Mhz		
3	Display Size	14 inch display		
4	Display Resolution	1024 x 768 or Higher		
5	Hard Disk Drive	Minimum of 160 GB SATA with minimum 5400 rpm		
6	Ports and Others	I/O Ports, Minimum 3 USB, Headphone / Speaker out, RJ-45, AC Power, inbuilt speaker		
7	Connectivity	10/100 LAN		
8	Graphics	Integrated Graphics supporting 128 MB VRAM or Higher		
9	Keyboard	Standard Keyboard with integrated touch pad		
10	AC Power Adopter	Input 170V – 270V, 50 Hz AC Power Adopter		
11	Operation Temperature	0-55 Degree Centigrade		
12	Battery Type	Standard Rechargeable 6 cell Li-on (45 Whr) with minimum 2 hours back up		
13	Construction and Externals	Metal / Alloy / reinforced hinges for display. The casing is ABS of black or grey color.		

Sl. No.	Parameter	Details	Bidders Offer	Whether confirming to the tender specification Yes/ NO
14	Certifications	RoHS and any other certificate.		
15	Operating System Compliance	Microsoft Windows and BOSS Linux		
16	Operating System	a) Dual Booting with Windows 7 Starter or Higher and BOSS LINUX shall be preloaded b) Anti Virus Software with one year support shall be pre-loaded		
17	Standard Accessories	Power cable with three pin socket and plug, power adopter and charger, user manual, Laptop Bag.		
18	Laptop Form factor	About 13.5 x 9.6 x 1.3 inches approximately.		
19	Warranty	1 year comprehensive warranty including battery		
20	Qualifying bench mark	BAPCO Sysmark 2007 overall score of minimum 115 or higher with Windows 7 professional and 2 GB Memory		
21	Contents	Tamil Unicode font with keyboard interface for typing in Word, Spreadsheet and Presentation shall be sourced from Tamil Virtual Academy and pre-loaded.		
22	Standard Accessories	Power cable with three pin socket and plug, power adopter and charger, user manual, Laptop Bag.		

NOTE:

a) The Bidders are requested to submit a Sample Laptop on the date of Technical Bid Opening itself.

b) Laptop Bag should be supplied as per the Drawing

COMPLIANCE STATEMENT FOR ITEM Code 201 Laptop

Sl. No.	Parameter	Details	Bidders Offer	Whether confirming to the tender specification Yes/ NO
1	Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor with Processor Speed of 2.0 Ghz or higher		
2	Memory	2 GB DDR 3 SD RAM @ 1066 Mhz		
3	Display Size	14 inch display		
4	Display Resolution	1024 x 768 or Higher		
5	Hard Disk Drive	Minimum of 160 GB SATA with minimum 5400 rpm		
6	Ports and Others	I/O Ports, Minimum 3 USB, Headphone / Speaker out, RJ-45, AC Power, inbuilt speaker		
7	Connectivity	10/100 LAN		
8	Graphics	Integrated Graphics supporting 128 MB VRAM or Higher		
9	Keyboard	Standard Keyboard with integrated touch pad		
10	AC Power Adopter	Input 170V – 270V, 50 Hz AC Power Adopter		
11	Operation Temperature	0-55 Degree Centigrade		
12	Battery Type	Standard Rechargeable 6 cell Li-on (45 Whr) with minimum 2 hours back up		
13	Construction and Externals	Metal / Alloy / reinforced hinges for display. The casing is ABS of black or grey colour.		
14	Certifications	RoHS and any other certificate.		

Sl. No.	Parameter	Details	Bidders Offer	Whether confirming to the tender specification Yes/ NO
1	Processor (Minimum)	Intel Pentium Dual Core or Equivalent AMD Processor with Processor Speed of 2.0 Ghz or higher		
15	Operating System Compliance	Microsoft Windows and BOSS Linux		
16	Operating System	Pre-loaded with LINUX preferably BOSS Linux.		
17	Wireless	Wireless 802.11 a/b/n		
19	Warranty	1 year comprehensive warranty including battery		
20	Qualifying bench mark	BAPCO Sysmark 2007 overall score of minimum 115 or higher with Windows 7 professional and 2 GB Memory		
21	Contents	Tamil Unicode font with keyboard interface for typing in Word, Spreadsheet and Presentation shall be sourced from Tamil Virtual Academy and pre-loaded.		
22	Standard Accessories	Power cable with three pin socket and plug, power adopter and charger, user manual, Laptop Bag.		

NOTE:

a) The Bidders are requested to submit a Sample Laptop on the date of Technical Bid Opening itself.

b) Laptop Bag should be supplied as per the Drawing

A 1.6 Declaration

I/We agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to ELCOT should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by ELCOT and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Annexure-2 - PRICE BID – Laptop

"RATE CONTRACT REF NO : ELCOT/32601/Desktop/2013-14

S. N	Product Code	Description	Initial approx Qty & the future on RC	Unit Price for FOR destination(Packing, Forwarding and Insurance) **without TAXES**	Installation & Commissioning charges & other charges if any (in Rs) per unit	Excise Duty with CVD per unit (Rs.)	Customs Duty (Rs.)	Applicable Local Taxes / CST per unit in (Rs)	Service Tax value per unit for Column 6 (in Rs.)	Total Unit Price with all Taxes and duties (Rs.) (5+6+7+8+9+10)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1) DESKTOP											
1	200	**LAPTOP** - Intel Pentium Dual Core or Equivalent AMD Processor	1 No.								
2	201	**LAPTOP** - Intel Pentium Dual Core or Equivalent AMD Processor with Linux									

Annexure-3 - COMPREHENSIVE WARRANTY COST FOR 4TH AND 5TH YEAR

"RATE CONTRACT REF NO : ELCOT/32601/Desktop/2013-14

S.No.	Product Code	Description	Initial Approx Qty & the future RC	Unit Price for FOR Destination (Packing, Forwarding and Insurance) without Taxes	Comprehensive Warranty Cost for 4th Year					Comprehensive Warranty Cost for 5th Year					Remarks
					AMC Charges on (5) in %	AMC Charges on (5) in Rs.	Sales Tax / Service Tax in %	Sales Tax / Service Tax in Rs.	Total Comprehensive Warranty Cost for 4th year in Rs. (7+9)	AMC Charges on (5) in %	AMC Charges on (5) in Rs.	Sales Tax / Service Tax in %	Sales Tax / Service Tax in Rs.	Total Comprehensive Warranty Cost for 5th year in Rs. (12+14)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	200	**LAPTOP** - Intel Pentium Dual Core or Equivalent AMD Processor	1 No.												
2	201	**LAPTOP** - Intel Pentium Dual Core or Equivalent AMD Processor with Linux	1 No.												

Note:

Comprehensive warranty cost means cost toward all the spares, service charge and all Taxes, excluding consumable cost if any